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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CASE NO. 3:09-cv-713

JUDY KROSHUS, BILL ADAMSON; SHARON
ADAMSON; PANFILO "PHIL" AGUILAR; DONNA
AGUILAR; AIR TECH HEATING & AIR, a Division
of Spracklin Homes; JEMMELY ALMARIO;
LORILLEE BABCOCK; THOMAS BAILIE; AMANDA
BAILIE; THOMAS and AMANDA BAILIE,
individually and on behalf of their minor child,
ELIZABETH BAILIE; JOHN BECK; COLEEN BECK;
JOHN and COLLEN BECK, individually and on
behalf of their minor child, SEANDRA BECK;
BENNAFIT INVESTMENTS; DENNIS BLAIR;
BEVERLY BLAIR; WILLIAM BORRELLI; RACINE
BRADY-MARTINEZ; STEVE BRONAUGH;
JENNIFER BRONAUGH; STEVE and JENNIFER
BRONAUGH, individually and on behalf of their
minor child, STERLING BRONAUGH; MARK CARR;
JOHN CAULK; MARTINIQUE CAULK; JOHN and
MARTINIQUE CAULK, individually and on behalf
of their minor children, JARED HIRES CAULK,
JOHN HIRES CAULK and TAYLOR HIRES CAULK;
SCOTT CHAPMAN; JANET CHAPMAN; EVERETT
A. CIRIO; TOM W. COOK, II; KATHLEEN M.
COOK; JAMES CRUTCHER; BRANDY CRUTCHER;
JAMES and BRANDY CRUTCHER, individually and
on behalf of their minor children, JAKE
CRUTCHER and MACKINNON CRUTCHER;
ANGELA and WILLIAM T. DANIEL, individually
and on behalf of their minor children, JULIANNA
DANIEL and VANCE DANIEL; DOUGLAS D.
DAVIS; RAMONA DAVIS; WILLIAM K. DAVIS;
DIANNE R. DAVIS, individually and on behalf of

**ORDER GRANTING MOTION FOR
GOOD FAITH SETTLEMENT
DETERMINATION AND DISMISSAL
OF CLAIMS**

1 their minor child, FELICIA R. DAVIS; J. WENDELL
2 DAVIS; LORRAINE C. DAVIS; PAMELA M. DIERR;
3 JOHN E. DOHM; DONNA L. DOHM; PATRICK
4 DOYLE; LORI DOYLE; PATRICK and LORI DOYLE,
5 individually and on behalf of their minor children,
6 JOSHUA DOYLE and TANNA DOYLE; SHERRE
7 GONZALES; JEREMY GOTTLIEB; WARREN GRAY;
8 BARBARA GRAY; DARYL R. GROVER, JR.;
9 DARYL R. GROVER, JR., individually and on
10 behalf of his minor child PATRICK GROVER;
11 RICHARD HARGETT; LINDA HARGETT;
12 ROSEMARY HIGGINS; ROLF G. HODAPP;
13 MICHAEL A. HUMPHREY; KIM JAMES; MICHAEL
14 JONES; KILITA JONES; MANFRED JURGEIT;
15 JEANIE JURGEIT; LYNN KANTOR; DAN KANTOR;
16 LINDA KANTOR; BRANDON KNAPP; TRACY
17 KNAPP; JUSTIN KNOX; CHERIE KNOX; JUSTIN
18 and CHERIE KNOX, individually and on behalf of
19 their minor child, CORA KNOX; PHILIP KNOX;
20 SUZANNE KNOX; JULIE LANE; DAN LAWSON;
21 LORRAINE LAWSON; LESLIE LEVERET; ESTHER
22 LEVINE; JOHN LINDENMEIER; LEO LINDENMEIER;
23 NANCY LINDENMEIER; LEZLIE M. LUCAS; JASON
24 E. MARICH; DAVID C. MARSHALL; LEROY
25 MARX; LEROY MARX, individually and on behalf
26 of his minor child, DESTINY MARX; MELANIE
27 McADAM; HILLARY McADAM; ROBERT
28 McADAM; WESLEY McKNIGHT; KATHLEEN
McKNIGHT; GARY R. MEIKLE; CARMEN MEIKLE;
LARRY MEIKLE; TERRI MEIKLE; RICHARD
MEPPEN; FRED MESI; BETTY MESI; ERIC MESI;
DENNIS MORELLI; MARCIA MORELLI; DIANNE
MORSE; BRUCE E. NAGEL; JEANNETTE M.
NAGEL; JOSEPH NEFF; MELISSA NEFF; JOSEPH
and MELISSA NEFF, individually and on behalf of
their minor children, SEAN R. NEFF and KATELYN
NEFF; ADRIAN NORIEGA; MARY NORIEGA;
ADRIAN and MARY NORIEGA, individually and on
behalf of their minor children, ASA NORIEGA,
ADRIANA NORIEGA, ANDREW NORIEGA and
AUSTIN NORIEGA; TRAVIS PATTERSON;
JENNIFER PATTERSON; BRIAN PEAVEY;
CRISTINA PEREZ; CHARLES J. PRESNELL;
RUSSELL L. PUCKETT; PABLO QUINTERO; PABLO
QUINTERO and JEMMELY ALMARIO, individually
and on behalf of their minor children, JEMADREA
QUINTERO, JESSALYN QUINTERO and PABLO F.
QUINTERO, JR.; JAMES REED; TERESA REED;
JAMES and TERESA REED, individually and on

1 behalf of their minor children, JULIAN REED and
2 ALEXIS REED; BERT REINSMA; PATRICIA
3 REINSMA; JESUS RODRIGUEZ; MONICA
4 RODRIGUEZ; JESUS RODRIGUEZ and MONICA
5 RODRIGUEZ, individually and on behalf of their
6 minor children, JESUS RODRIGUEZ, JR., JOSUE
7 RODRIGUEZ, LIBNI RODRIGUEZ, SIRIA
8 RODRIGUEZ; FRANK ROGERS; JUDITH ROGERS;
9 LUIS M. ROJAS; GLORIA M. ROJAS; LUIS J.
10 ROJAS; PATRICIA A. ROJAS; GARY ROMA; H.
11 LANE ROSE, II; DEBORAH SUE ROSE; DAVID
12 SHIELDS; RHONDA SHIELDS; DAVID SHIELDS,
13 JR.; DAVID SHIELDS, JR.; individually and on
14 behalf of his minor child, ANNALYSE HOPE
15 SHIELDS; DANIEL SOLACHE; BARBARA D.
16 SPECCHIO; JOSEPH A. SPECCHIO, JR.;
17 SPRACKLIN HOMES; SPRACKLIN
18 CONSTRUCTION; SPRACKLIN TILE & STONE;
19 SCOTT SPRACKLIN; DENISE SPRACKLIN;
20 WESLEY STALIONS; MISTY STALIONS; WESLEY
21 and MISTY STALIONS, individually and on behalf
22 of their minor child, ANGELICA B. STALIONS;
23 RANDALL STAUBS; STEVIE STAUBS; DAVID
24 STEPHAN; LINDA STEPHAN; DAVID and LINDA
25 STEPHAN, individually and on behalf of their
26 minor children, HALEY STEPHAN and JOHN
27 STEPHAN; EDWARD J. STEVENS; CONNIE
28 STEVENS; DEREK TAYLOR; JENNIFER TAYLOR;
DEREK and JENNIFER TAYLOR, individually and
on behalf of their minor children, ISABEL TAYLOR
and CONNOR TAYLOR; MICHAEL TEETER; KIM
THROCKMORTON; JIM THROCKMORTON; LIM
and JIM THROCKMORTON, individually and on
behalf of their minor children, BRAD BEATON and
KYLE THROCKMORTON; DAVID M. TRIPP;
VIRGINIA TRIPP; JENNIFER VAUGHAN; JENNIFER
VAUGHAN, individually and on behalf of her minor
children, TOMMY HAYES and AUSTIN
VAUGHAN; WES W. R. WARN; ROLAINIE WARN;
BARBARA WILSON and ROBERT WILSON, on
behalf of themselves and all other persons
similarly situated,

Plaintiffs,

vs.

UNITED STATES OF AMERICA, DEPARTMENT OF
THE INTERIOR through its BUREAU OF

1 RECLAMATION, MID-PACIFIC REGION, CARSON
2 CITY OFFICE, KEN SALAZAR, Secretary of the
3 Interior, KENNETH PARR, Director of the Carson
4 City Office of the Bureau of Reclamation,
5 TRUCKEE-CARSON IRRIGATION DISTRICT,
6 DAVID P. OVERVOLD, CITY OF FERNLEY,
7 COUNTY OF LYON, CHRH, LTD., GARY
8 HUTCHINGS, RICHARD HUTCHINGS, C.A.L.
9 INVESTMENT PROPERTIES, KING
10 CONSTRUCTION, CAL EILRICH, DINAH EILRICH,
GREATER NEVADA BUILDERS, STEVEN F.
CAMPOY, CRISP DEVELOPMENT, INC., V POINT
ENGINEERING aka TC ENGINEERING, INC.,
MARTIN UGALDE, ROBERT BIDART, MICHAEL
BIDART, KEYSTONE REALTY, REMAX REALTY,
JUDY ASHTON, DAN ANDERSON, LL REALTY,
and COLDWELL BANKER (Fernley, Nevada);

11 Defendants.
12 _____/

13 **ORDER GRANTING MOTION FOR GOOD FAITH**
14 **SETTLEMENT DETERMINATION AND DISMISSAL OF CLAIMS**

15 Based on Motion made by Greater Nevada Builders and Steven F. Campoy,
16 individually and dba Steven F. Campoy General Contractors, (collectively "GNB"), by
17 and through their attorneys, Robison, Belaustegui, Sharp & Low, upon the papers and
18 pleadings on file in this matter, and the hearing held thereon, the Court now enters its
19 findings of facts, conclusions of law and judgment as follows:
20

21 1. This case arises from a breach of the Truckee Canal in Lyon County,
22 Nevada on January 5, 2008.

23 2. Numerous Complaints for Damages and numerous claims were filed in
24 State and Federal Courts against various parties, including GNB in the various cases
25 related to the Fernley flood of January 5, 2008. The parties to this action are set
26 forth in the caption and have been identified in the pleadings on file in the above-
27
28

1 captioned matter.

2 3. Plaintiffs and various parties claim that they suffered damages
3 resulting from the flood waters that came from the breach of the Truckee Canal on
4 January 5, 2008.
5

6 4. Plaintiffs and various parties allege that the January 5, 2008 flood in
7 Fernley was due to the inadequate maintenance and operation of the Canal, among
8 other reasons. They further assert that the flood consequences were "exacerbated"
9 by the City of Fernley and the County of Lyon because of "intentional indifference" to
10 requiring the contractors and builders of the residential subdivision to construct
11 infrastructure that would minimize the damage caused by flooding in the event the
12 flood waters entered the subdivision where Plaintiffs' homes were located.
13

14 5. Plaintiffs also assert that the flood consequences were exacerbated by
15 the "errors and omissions" in constructing various elements, including Rolling
16 Meadows subdivision improvements, houses, Jenny's Lane crossing and the
17 "Knuckle" at Wrangler Road and Wagon Wheel, committed by the Defendants, as
18 well as allegations of misrepresentations made on the sale of Rolling Meadows
19 properties.
20

21 6. GNB has also sued numerous parties as identified in the moving
22 papers, pleadings and caption.
23

24 7. Various parties have sued GNB in this and/or other actions as
25 identified in the moving papers, pleadings, and caption on the theories of negligence,
26 contribution and indemnity.
27

28 8. It is alleged that GNB was the developer and general contractor of

1 Rolling Meadows, involved in the Jenny's Lane crossing and the "Knuckle" at
2 Wrangler Road and Wagon Wheel and that GNB was at least partially responsible for
3 alleged defects in the Rolling Meadows subdivision. It is also alleged that
4 misrepresentations were made when the Rolling Meadows properties were sold.
5

6 9. GNB claims it never had any active role as the developer or general
7 contractor of Rolling Meadows or the other improvements and instead was simply the
8 home builder. It is agreed that GNB built the houses in the development. However,
9 Plaintiffs and other parties allege, despite GNB's position, that GNB did more. There
10 is a dispute as to whether GNB has any liability for Plaintiffs' damages.
11

12 10. An amicable global settlement of this matter has been reached among
13 the Plaintiffs and most parties to this case.

14 11. The Settlement Agreement essentially provides that GNB shall
15 collectively pay the sum of \$375,000.00 in exchange for a complete release from the
16 instant action and all pending actions as listed in GNB's Motion For Good Faith
17 Settlement Determination.
18

19 12. Neither Greater Nevada Builders nor Steven Campoy had insurance
20 that would provide coverage for any of the pending actions.
21

22 13. GNB has significantly lessened its business activities and thus has no
23 regular source of income from which to make any future payments. Without a source
24 of income, GNB's defense of these pending actions dissipates the limited pool of
25 funds available for settlement of these lawsuits.
26

27 14. The amount paid by GNB will be allocated to the Rony class pursuant
28 to calculations to which GNB was not in privy, but the sum paid is in consideration

1 for the global settlement of all claims.

2 15. GNB actions were those of a house builder and as such were more
3 passive than most other Defendants, thus undermining any claims for indemnity.

4 16. There is no evidence or allegation that this settlement is fraudulently,
5 collusively or tortiously aimed at injuring non-settling Defendants.

6 17. The Court grants approval for the Global Settlement Agreement.

7 18. The Court finds that the settlement agreement is made in good faith;

8
9 ~~and~~
10
11 ~~19. The matter is dismissed with prejudice as to all claims against Greater~~
12 ~~Nevada Builders, Inc. and Steven F. Campoy, individually and dba Steven F. Campoy~~
13 ~~General Contracting, each party to pay their own costs and fees.~~

14 IT IS SO ORDERED.

15 DATED: August 4, 2011.

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18 UNITED STATES MAGISTRATE JUDGE
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